

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA6	Page 1 of 39
2. Contract No.		3. Solicitation No. DAAA09-03-R-0031		4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2003AUG28	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By HQ JMC AMSJM-CCA-M ROCK ISLAND, IL 61299-6000 BLDG 350			Code W52P1J	8. Address Offer To (If Other Than Item 7)		

SOLICITATION

NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 03:45pm (hour) local time 2003SEP30 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name GAIL THOMPSON E-mail address: THOMPSON@OSC.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (309)782-5158
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter		Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)	
15B. Telephone Number (Include Area Code)		15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		17. Signature	18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered		20. Amount	21. Accounting And Appropriation		
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)		
24. Administered By (If other than Item 7)		Code	25. Payment Will Be Made By		
SCD PAS ADP PT					
26. Name of Contracting Officer (Type or Print)			27. United States Of America _____ (Signature of Contracting Officer)		28. Award Date

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAA09-03-R-0031 MOD/AMD</p>	<p align="right">Page 2 of 39</p>
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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

EXECUTIVE SUMMARY

NOTICE: This acquisition is a 100% Small Business Setaside and shall be acquired via competitive, best value procedures. TECHNICAL DATA PACKAGE IS CLASSIFIED AS "DISTRIBUTION D" LIMITED DISTRIBUTION. Distribution Statement D meant that the TDP cannot be distributed via the internet. This TDP contains technical data whose export is restricted by the Arms Export Control Act, (Title 22, U.S., SEC 271 ET SEQ) or the Export Administration Act of 1979, as amended titled, 50 U.S.C., APP 2240 ET SEQ. Violations of these export laws are subject to severe criminal penalties. Disseminate IAW provision of DOD Directive 5230.25. Offerors must be registered with US/Canada Joint Certification Office to obtain a copy of the TDP (see www.dlis.dla.mil/jcp/ for instruction and information). After receipt of required certification, request copy of CD-ROM via e-mail to thompson@osc.army.mil, request must include Cage Code, Company Name, Address, Phone and Point of Contact.

1. The U.S. Army Joint Munitions Command requests your proposal for the MK89 Mod 0 Spotting Charge Adapter that is used in the tail section of the BDU-45 Practice Bomb to adapt a signal cartridge to the practice bomb. Henceforth referred to as the MK89-0 Spotting Charge Adapter. This was last procured in 1997 from Propellex Corporation, Edwardsville, IL.
2. This solicitation will result in a firm fixed price contract. First Article will be required and delivery will be FOB Destination.
3. All offerors are cautioned to pay specific attention to Section L, "Instructions for Proposal Preparation". Offerors should read Section M in its entirety. This acquisition will be awarded based on evaluation of the offeror's proposal using the areas, factors and subfactors listed in Section M of the Request for Proposal (RFP). This acquisition will be awarded based on an evaluation of the Past Performance, Technical Ability and Price. Award will be made to the offeror whose proposal is determined to offer the best value to the Government based upon the cited criteria; therefore, award may be made to other than the low offeror. Included in the evaluation shall be assessment of the inherent risks associated with each area.

Offerors should also take special note of the provision at Federal Acquisition Regulation (FAR) 52.215-1, "Instructions to Offerors-Competitive Acquisition". The Government intends to award a contract resulting from this solicitation WITHOUT discussions with offerors (except clarification described in FAR 15.306(a)). INITIAL PROPOSALS should contain the offeror's BEST TERMS FROM A PRICE, DELIVERY AND TECHNICAL STANDPOINT. The Government reserves the right to conduct discussions if determined necessary by the Procuring Contracting Officer.

Offerors are responsible for including sufficient details to permit a complete and accurate evaluation of the proposal. The Government will not make assumptions concerning an offeror's intent, capabilities, facilities or experience. Clear identification is the sole responsibility of the offeror.

Offerors are cautioned to ensure that their proposals are complete, including all fill-ins and blanks in the solicitation. This also includes written approval from the cognizant Contracting Officer for use of Government Owned Facilities and Equipment if applicable.

Offerors are directed to the provision in Section L regarding Central Contractor Registration (CCR). Failure to register in the CCR will preclude an offeror from receiving an award under this solicitation.

This executive summary is provided as an administrative convenience and is not intended to alter the terms and conditions of the solicitation in any way. Any inconsistencies between this executive summary and other solicitation provisions shall be resolved in favor of the other solicitation provisions.

*** END OF NARRATIVE A 001 ***

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.215-4501 OSC	ARSENALS AS SUBCONTRACTORS	JUN/2000
A-2	AMC	AMC-LEVEL PROTEST PROGRAM	OCT/1996
***		(End of clause)	
(AM7010)			
A-3	52.222-1100 OSC	10 U.S.C. 4543 PILOT PROGRAM	FEB/2003

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Congressional language in Section 141 of the 1998 Defense Authorization Act (10 U.S.C. 4543 Pilot Program) allows "not more than three Army industrial facilities" to sell manufactured articles and services in support of DoD weapon systems without regard to availability from domestic sources. The three Army industrial facilities in this program are McAlester Army Ammunition Plant, McAlester, OK, Rock Island Arsenal, Rock Island, IL, and Watervliet Arsenal, Watervliet, NY.

These facilities cannot submit offers as the prime contractor on this solicitation, but in accordance with the above-described pilot program can act as a subcontractor to potential prime contractors when the statutory requirements (10 U.S.C. 4543) are met.

If you are interested in obtaining information about their capabilities, please contact the following:

McAlester Army Ammunition Plant
Mr. Paul McDaniel, Attn: JCMCMC-MO
McAlester, Oklahoma 74501-9002
(918) 420-6452
mcdanpd@mcalestr-emh3.army.mil

Rock Island Arsenal
Mr. William Peiffer, Attn: SOSRI-AP
Rock Island, Illinois 61299-5000
(309) 782-5178/4479
peifferw@ria.army.mil

Watervliet Arsenal
Mr. Ed McCarthy, Attn: AMSTA-WV-ODP
Waterlviet, New York 12189-4050
(518) 266-5052
emccarthy@wva.army.mil

(End of Clause)

(AS7010)

A-4	52.246-4501	CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM	APR/1997
	OSC		

		(End of clause)	

(AS7000)

A-5	52.252-4500	FULL TEXT CLAUSES	SEP/1997
	OSC		

1. The entire body of full text regulatory and command unique clauses and provisions will no longer be included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been removed three astericks are put in its place (***).
 2. You can view or obtain a copy of the clauses and provisions on the internet at: www.osc.army.mil/ac/aais/osc/clauses/index.htm. Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.
 3. All full text clauses have a 6 or 7 as the third digit of the clause number (i.e. AS7000).
- (End of clause)

(AS7001)

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS	7068	EA	\$ _____	\$ _____
	<p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 1325-00-397-4221 NOUN: MK89 SPOTTING CHARGE ADAPTER FSCM: 30003 PART NR: 2127862 SECURITY CLASS: Unclassified</p> <p>Delivery Shall Be FOB Destination With First Article</p> <p>—</p> <p>(End of narrative B001)</p>			\$ _____	\$ _____
0001AA	<p><u>DATA ITEM</u></p> <p>NOUN: FIRST ARTICLE TEST</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 30</p> <p><u>Deliveries or Performance</u> DOC </p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																								
	<div>NOUN: ADAPTER SPOT CHG MK89-0</div> <div>PRON: R12A0H17M2PRON AMD: 02</div> <div>AMS CD: 41500684045</div> <div>CUSTOMER ORDER NO: N3172A02MPA2014</div> <div><u>Packaging and Marking</u></div> <div><u>Inspection and Acceptance</u></div> <div>INSPECTION: OriginACCEPTANCE: Origin</div> <div><u>Deliveries or Performance</u></div> <div>DOC SUPPL</div> <table><tr><td><u>REL CD</u></td><td><u>MILSTRIP</u></td><td><u>ADDR</u></td><td><u>SIG CD</u></td><td><u>MARK FOR</u></td><td><u>TP CD</u></td></tr><tr><td>001</td><td>N490652175001A</td><td>W44XMF</td><td>J</td><td></td><td>3</td></tr><tr><td><u>DEL REL CD</u></td><td><u>QUANTITY</u></td><td><u>DAYS AFTER AWARD</u></td><td></td><td></td><td></td></tr><tr><td>001</td><td>7,068</td><td>0180</td><td></td><td></td><td></td></tr></table> <div>FOB POINT: Destination</div> <div>SHIP TO: <u>PARCEL POST ADDRESS</u></div> <div>(W44XMF)XR W390 MCALESTER ARMY AMMO PLANT</div> <div>WHOLESALE SUP ACCT</div> <div>MCALESTEROK 74501-5000</div>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	N490652175001A	W44XMF	J		3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>				001	7,068	0180							
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																								
001	N490652175001A	W44XMF	J		3																								
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>																											
001	7,068	0180																											

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.246-4506 OSC	STATEMENT OF WORK FOR STATISTICAL PROCESS CONTROL	FEB/1999
C-2	52.246-4535 OSC	STATEMENT OF WORK - AMMUNITION DATA CARDS	AUG/2002
C-3	52.210-4501 OSC	DRAWINGS/SPECIFICATION	MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 2127862 with revisions in effect as of 27 Jun 02 (except as follows):

THE FOLLOWING DRAWINGS, SPECIFICATIONS AND DOCUMENTS ARE APPLICABLE TO THIS PROCUREMENT:

AUTOMATED DATA LIST 2127862, REV D, DATED 27 JUN 02, AND REVISIONS OF DOCUMENTS THEREON.

THE TECHNICAL DATA HAS BEEN REVIEWED FOR THE USE OF CLASS I OZONE DEPLETING CHEMICALS (ODC). WITH THE INCLUSION OF THE ODC SECTION IN THE ADL, THE SUBJECT PROCUREMENT PACKAGE (PDP) IS CONSIDER TO BE CERTIFIED AND DOES NOT CONTAIN ANY REQUIREMENTS TO UTILIZE CLASS I OZONE DEPLETING CHEMICALS.

GOVERNMENT SPECIFICATIONS AND STANDARDS LISTED IN THE ADL MAY BE OBTAINED FROM THE STANDARDIZATION DOCUMENTS ORDER DESK, BUILDING 4D, 700 ROBBINS AVENUE, PHILADELPHIA, PENNSYLVANIA 19111-5094. INDUSTRY ASSOCIATION SPECIFICATIONS AND STANDARDS MAY BE OBTAINED FROM THE APPLICABLE ASSOCIATIONS.

(CS6100)

C-4	52.248-4502 OSC	CONFIGURATION MANAGEMENT DOCUMENTATION	MAY/2001
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(End of Clause)

(CS7600)

Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	Regulatory Cite	Title	Date
D-1	52.211-4508 OSC	PACKAGING REQUIREMENTS	JUL/1997

Packaging shall be in accordance with 2127862 revision H, dated 26 aUG 2002.

When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

Marking shall be in accordance with 2127862, REV H, DATED 26 AUG 2002. Bar Code marking is required.

EXCEPTION: Exception to 2127862, Rev H, dated 26 Aug 2002. Note 3c does not apply to this contract. On this contract apply bar code labels in accordance with Notes 6 and 7 of 923AS556, Rev D, dated 13 May 2003.

HEAT TREAT WOOD REQUIREMENT & QUALITY MARKING:Because this item will never be shipped OCONUS, the heat treat requirement for all non-manufactured wood used in packaging and palletization does not apply to this procurement.

(End of clause)

(DS6303)

D-2	52.247-4521 OSC	UNITIZATION/PALLETIZATION	MAR/1988
***		(End of clause)	

(DS7203)

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SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	JUL/2001

(a) Definition. "Contract date", as used in this clause, means the date set for bid opening; or if this is a negotiated contract or a modification, the effective date of this contract or modification.

(b) The Contractor shall comply with:

- (X) ISO 9002
- () ISO 9001:2000; only design/development exclusions permitted
- () ISO 9001:2000; no exclusions permitted

or an alterate program/system approved by Headquarters, Operations Support Command, in effect on the contract date and which is hereby incorporated into this contract.

(End of Clause)

(EF6001)

E-4	52.209-4512	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAY/1994
	OSC		
	FIRST ARTICLE TEST (CONTRACTOR TESTING)		
	52.209-4512 OSC	(MAY 1994)	

a. The first article shall consist of:

Eight (8) completed units and four (4) sets of parts, including packing and packaging material.

which shall be examined and tested in accordance it contract requirements, the item specifications), Quality Assurance Provisions (QAPS) and all drawings listed in the Technical Data Package.

b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.

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c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specifications) referenced thereon, except for:

(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.

(2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.

(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

(4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.

(5) Onetime qualification tests, which are defined as a onetime on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and Vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The Government Quality Assurance Representative's (QAR) findings shall be documented on DD Form 1222, Request for and Results of Tests, and attached to the contractor's test report. Two copies of the First Article Test Report and the DD Form 1222 will be submitted through the Administrative Contracting Officer to the Contracting Officer with an additional information copy furnished to AMSJM-CDB .

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) Whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

(End of Clause)

(ES6031)

E-5	52.245-4537	ACCEPTANCE INSPECTION EQUIPMENT (AIE)	FEB/2002
	OSC		
ACCEPTANCE INSPECTION EQUIPMENT (NAVY/AIR FORCE)			
52.245-4537 OSC	(FEBRUARY 2002)		

a. Acquisition, maintenance, and disposition of Acceptance Inspection Equipment (AIE) shall be in accordance with ANSI/NCSL Z540-1 or ISO 10012-1. AIE shall be used to assure conformance of components and end items to contract requirements. AIE shall include all types of inspection, measuring, and test equipment whether Government furnished, contractor designed, or commercially acquired, along with the necessary specifications, and the procedures for their use.

b. The Contractor shall provide all Acceptance Inspection Equipment (AIE) necessary, except for the Government Furnished Equipment (GFE) listed in paragraph (g.8). The GFE shall be provided in accordance with the Government Property clause of this contract. The Contractor is responsible for contacting NSWC Corona at least 45 days in advance of the date the GFE is required to schedule delivery. Government furnished AIE shall not be used by the contractor or his subcontractor in lieu of in-process or work gages.

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c. Contractor AIE designs, specifications, and procedures for Critical, Major, Special, and Minor characteristics shall be submitted to the Government for review and approval in accordance with the Contract Data Requirements List, DD Form 1423. All Contractor AIE documentation requiring Government approval shall contain sufficient information to permit evaluation of the AIE's ability to test, verify or measure the characteristic or parameter with the required accuracy and precision. Contractor designed AIE requiring Government approval shall be made either in accordance with the equipment drawings specified in section C of contract (Description/Specification Section), or in accordance with any other design documentation provided that it is approved by the Government. The Government will approve the AIE documentation or provide requirements for approval within 45 days of receipt. The Contractor shall be responsible for any delays resulting from late submission of AIE documentation to the Government for approval, and any delays resulting from the submission of inadequate or incomplete AIE documentation.

d. The contractor must ensure that all AIE is approved and available for use prior to First Article Submission, if First Article is required, or prior to initiation of production under this contract.

e. Resubmission of AIE design, specification, and procedure documentation for approval on a follow-on contract is not required provided inspection characteristic parameters specified in the current technical data package and the previously approved AIE documentation remain unchanged. The contractor shall provide the contract number and identify previously approved AIE documentation that meets the above prerequisites.

f. The Government reserves the right to disapprove at any time during the performance of this contract, use of any AIE not meeting the requirements of the approved design, specification, or procedure documentation.

g. Navy Special Interface Gage Requirements (NSIG)

1. The Navy Special Interface Gages listed under this clause will be forwarded to the Contractor for joint use by the Contract Administration Office (CAO) and the Contractor.

2. The Contractor may substitute contractor designed and built AIE for the NSIG noted as applicable in paragraph g.8. However, the designs require Government approval and the contractor AIE hardware requires Government certification. AIE designs shall be submitted in accordance with paragraph c. The contractor shall notify NSWC Corona prior to submission of AIE for certification. Two copies of each Government approved contractor AIE drawing shall accompany the contractor AIE hardware sent to the Government for certification. The Government shall perform the contractor AIE certification, return the hardware and provide notification of acceptance or rejection to the Contractor within 45 days of receipt of the contractor AIE. The contractor shall be responsible for any delays resulting from late submission of documentation or hardware. The Contractor shall also submit the calibration periods for each contractor AIE for approval. The Government shall affix Calibration stickers to the contractor AIE for Quality Assurance Representative (QAR) identification.

3. The NSIGs are provided for verification of selected interface dimensions and do not constitute sole acceptance criteria of production items or relieve the Contractor of meeting all drawing/specification requirements under the contract.

4. Items that fail to be accepted by the applicable NSIGS may be inspected by another means to determine acceptance or rejection, provided the alternate inspection method is acceptable to the government approval authority.

5. The Government shall not be responsible for discrepancies or delays in production items resulting through misuse, damage or excessive wear to the NSIGs.

6. Calibration and repair of the NSIGs shall only be performed as authorized by the Naval Surface Warfare Center (NSWC), Corona Division. Repair is at no cost to the Contractor unless repair is required due to damage to the gages resulting from Contractor fault or negligence. Damaged, worn, or otherwise unserviceable NSIGs shall be brought to the immediate attention of the CAO and NSWC Corona. The Contractor shall not make any adjustments, alterations or add permanent markings to NSIG hardware unless specified by the NSIG operating instructions or authorized by the Designated Technical Activity.

7. Within 45 days after final acceptance of all production items, the NSIGs shall be shipped to NSWC, Corona Division, ATTN: Receiving Officer, Bldg 575, Gage Laboratory, 1999 Fourth St., Norco, CA 92860-1915. The following specifications are applicable:

- (i) Shipping, MIL-STD-2073, "DOD Standard Practice for Military Packaging"
- (ii) Marking, MIL-STD-129, "Marking for Shipment and Storage".

8. The following NSIGs shall be provided and are mandatory for use except as noted by an (x) for paragraph (g.2) applicability.

Para.									
g.2									
applies	Drawing	Rev	Char	NSIG	Qty	Dimensions	Weight	Value	

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NONE

(End of Clause)

(ES6032)

E-6	52.246-4506	STATISTICAL PROCESS CONTROL (SPC)	MAY/1994
	OSC		

a. In addition to the quality requirements of the technical data package, the Contractor shall implement Statistical Process Control (SPC) in accordance with a government accepted SPC Program Plan. Control chart techniques shall be in accordance with the American National Standards Institute (ANSI) Z1.1, Z1.2 and Z1.3. Alternate SPC charting methods may be proposed and submitted to the Government for review.

b. The SPC Program Plan developed by the contractor shall consist of a general plan and a detailed plan. The plans shall be structured as delineated on the Data Item Description referenced in the DD Form 1423. The general and the detailed plans shall be submitted to the government for review per DD Form 1423 requirements. Notification by the Government of acceptance or nonacceptance of the plans shall be provided in accordance with the timeframes specified on the DD Form 1423. Once a general plan for a facility has been approved by this Command, the approval remains in effect for subsequent contracts as long as the contractual requirements remain substantially unchanged from contract to contract. Therefore, resubmission of a previously accepted general SPC plan is not required if current SPC contract clause and Data Item Description (DID) requirements are fulfilled. If this Command has previously accepted the general SPC plan under essentially the same SPC contractual requirements, so indicate by providing the Contracting Officer with the following information:

Date of Acceptance _____

Contract Number(s) _____

c. The contractor is responsible for updating the general plan to current SPC contractual requirements. If errors or omissions are encountered in a previously accepted SPC general plan, opportunities for improvement will be identified by the Government, and corrective action shall be accomplished by the contractor.

d. A milestone schedule will be submitted for those facilities who do not have, or have never had, a fully implemented SPC program and will not have a fully operational SPC program once production is initiated. The milestones shall provide a time phased schedule of all efforts planned relative to implementation of an SPC program acceptable to the Government. A milestone schedule shall include implementation start and complete dates for those SPC subjects addressed in the Statistical Process Control Statement of Work located in Section C. The milestone schedule shall only include those actions that can not be accomplished prior to first article or the initiation of production, if a first article is not required. Milestones shall be developed for each commodity identified for SPC application. Milestones shall be submitted through the Government Quality Assurance Representative to the Contracting Officer for review and acceptance. Any deviations from the accepted milestones, to include justification for such deviations, shall be resubmitted through the same channels for review. The Government reserves the right to disapprove any changes to the previously accepted milestones. Notification by the Government of the acceptance or nonacceptance of the milestones shall be furnished to the Contractor by the Contracting Officer.

e. The Contractor shall review all process and operation parameters for possible application of SPC techniques. This review shall include processes and operations under the control of the prime contractor and those under the control of subcontractor or vendor facilities. A written justification shall be included in the detailed plan for each process and operation parameter that controls or influences characteristics identified as critical, special, or major which have been deemed impractical for the application of SPC techniques. A pamphlet on application of SPC for short production runs is available through the Contracting Officer.

f. Statistical evidence in the form of control charts shall be prepared and maintained for each process or operation parameter identified in the detailed plan. These charts shall identify all corrective actions taken on statistical signal. During production runs, control charts shall be maintained in such a manner to assure product is traceable to the control charts. At the conclusion of the production run, a collection of charts traceable to the product, shall be maintained for a minimum of 3 years. The control charts shall be provided to the Government for review at any time upon request.

g. When the process or operation parameter under control has demonstrated both stability and capability, the Contractor -1- request,

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in writing, through Administrative Contracting Officer (ACO) and Contracting Officer (CO) channels to the Product Assurance and Test Directorate, that acceptance inspection or testing performed in accordance with contract requirements be reduced or eliminated. Upon approval by the CO, acceptance shall then be based upon the accepted SPC plan, procedures, practices and the control charts.

h. The Government will not consider requests for reduction or elimination of 100% acceptance inspection and testing of parameters or characteristics identified as critical in the technical data package, specifications or drawings of this contract if any one of the following conditions exist:

(1) The existing process currently utilizes a fully automated, cost effective, and sufficiently reliable method of 100% acceptance inspection or testing for an attribute-type critical parameter or characteristic.

(2) The Contractor utilizes attribute SPC control chart methods for the critical parameter or characteristic.

(3) The critical parameter or characteristic is a first order, single point safety failure mode (nonconformance of the critical parameter or characteristic in and of itself would cause a catastrophic failure).

i. The Government will only consider reduction or elimination of the 100% acceptance inspection or test requirement for other critical parameters or characteristics if either of the following conditions are met:

(1) The process is in a state of statistical control utilizing variable control chart methods for the critical parameter or characteristic under control and the process performance index (Cpk) is at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance index is being maintained for each production delivery.

(2) The critical parameter or characteristic is conclusively shown to be completely controlled by one or more process or operation parameters earlier in the process, and those parameters are in a state of statistical control utilizing variable data, and the product of the probability of the conformance for each earlier parameter associated to the critical characteristic is better than or equal to a value equivalent to that provided by a Cpk of at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance indexes are being maintained for each production delivery.

j. For characteristics other than critical, requests for reduction or elimination of acceptance inspection and testing shall be considered when the process performance index is greater than or equal to a Cpk of 1.33 for variables data. Requests shall be considered for attributes data when the percent beyond the specification limits is less than or equal to .003 (Cpk=1.33).

k. Process or operation parameters under reduced or eliminated inspection or testing that undergo a break in production less than 6 months in length, may continue to operate under reduced or eliminated inspection or testing provided there has been no degradation below a Cpk of 1.33 (2.0 for criticals). Any break in production greater than 6 months shall require resubmission of the request for reduction or elimination of inspection or testing through the same channels cited in paragraph g above.

l. Not used.

m. Immediately following a change to a process or operation parameter under reduced or eliminated inspection, the process capability (Cp) or process performance indexes (Cpk) shall be recalculated and documented for variable data; the grand average fraction defective shall be recalculated for attribute data. If any of these values have deteriorated, immediate notification shall be made to the Government along with the associated documentation. Return to original inspection and test requirements may be imposed as stipulated in paragraph n below.

n. The Government reserves the right to withdraw authorization to reduce or eliminate final acceptance inspection or testing and direct the Contractor to return to original contract inspection or test procedures at any indication of loss of process control or deterioration of quality.

(End of Clause)

(ES6034)

E-7	52.246-4528	REWORK AND REPAIR OF NONCONFORMING MATERIAL	MAY/1994
	OSC		

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

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- (2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.
- b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.
- c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, DD Form 1694, to the Contracting Officer for review and written approval prior to implementation.
- d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.
- e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

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SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991
F-4	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
F-5	52.247-4531	COGNIZANT TRANSPORTATION OFFICER	MAY/1993
	OSC		

(End of Clause)

(FS7240)

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	246.671 DFARS	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)	JAN/1995

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office

Commander
U.S. Army Joint Munitions Command
ATTN: AMSJM-CCA-M/Gail Thompson
Rock Island, IL 61299-6000
thompsonsg@osc.army.mil

2. Production Management

Commander
U.S. Army Joint Munitions Command
ATTN: AMSJM-CDB/Vicki Gabrysiak
Rock Island, IL 61299-6000
vicki_gabrysiak@us.army.mil

3. Send additional copies to in accordance with Table 1 and Table 2.

Commander
Naval Air Warfare Weapons Division
575 I Ave. Suite 1
ATTN: Code 332200E (J. Winfrey)
Point Mugu, CA 93042-5049

Naval Air System Command
Suite 448 Bldg 2272
47123 Buse Road
ATTN: PMA-201C2 (R. Derus)
Patuxent River, MD 20670

(End of clause)

(HA6025)

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H-2 242-1107(B) INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PRODUCTION PROGRESS JUN/1996
 DFARS REPORTS - AMMO (NAVY SPECIAL)

b. The form(s) shall be submitted on a monthly basis within two workdays after each reporting period, beginning with the end of the first full month following contract date. In addition, the contractor shall promptly submit a DD Form 375 reporting any delay in the scheduled delivery or completion as soon as known or anticipated. The forms shall be distributed as follows:

1. Purchasing Office:

U.S. Army Joint Munitions Command
 ATTN: AMSJM-CCA-M/GAIL THOMPSON
 Rock Island, IL 61299-6000
 thompson@osc.army.mil

2. Administration Office:

See Award Document

3. Production Manager:

U.S. Army Joint Munitions Command
 ATTN: AMSJM-CDB/Vicki Gabrysiak
 Rock Island, IL 61299-6000
 vicki_gabrysiak@us.army.mil

4. Additional Distribution (As Indicated):

() a. Navy Ships Parts Control Center
 ATTN: Code 852
 P.O. Box 2020
 Mechanicsburg, PA 17055-0788

() b. Commanding Officer
 Naval Weapons Support Center
 ATTN: Code PM4
 Crane, IN 47500-5000

() c. Commanding Officer
 Naval Air Systems Command
 ATTN: AIR-11411
 Washington, DC 20361-1140

() d. Commander
 Naval Special Warfare Command
 ATTN: N9, NAB Coronado
 San Diego, CA 92155-5037

(x) e. Commander
 Naval Air Warfare Center Weapons Division
 575 I Ave. Suite 1
 ATTN: Code 332200E (J. Winfrey)
 Point Mugu, CA 93042-5049

(End of Clause)

(HA6027)

H-3 52.242-4506 PROGRESS PAYMENT LIMITATION MAR/1988
 OSC

Prior to first article approval, only costs incurred for the first article are allowable for progress payments; however, such payments

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shall not exceed ten percent (10%) of the initial award value of the contract.

(End of Clause)

(HS6002)

H-4	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
***	DFARS		

(f)(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM	CONTRACT	
DESCRIPTION	LINE ITEMS	QUANTITY

TOTAL

(End of Clause)

(HA7502)

H-5	252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	NOV/1995
***	DFARS		

(End of clause)

(HA7503)

H-6	245.7310-1	DEMILITARIZATION	JUL/1996
	DFARS		

When demilitarization of property is required, whther on or off contractor or Government premises, the invitation must include the following clause:

(a) DEMILITARIZATION.

Item(s) M89-0 Spotting Charge Adapter require demilitarization by the Purchaser in the manner and to the degree set forth below:

(1) For property located in the United States insert item number(s) and specific demilitarization requirements for item(s) shown in Attachment 1, Part 2 of Defense, Demilitarization Manual;

(2) For property located outside the United States, insert item number(s) and specific demilitarization requirements for item(s) shown in Attachment 1, Part 3 of DoD 4160.21-M-1, Defense Demilitarization Manual.

(b) DEMILITARIZATION ON GOVERNMENT PREMISES. Property requiring demilitarization shall not be removed, and title shall not pass to the Purchaser, until demilitarization has been completed and approved by an authorized Contractor and Government representative. Demilitarization will be accomplished as specified in the contract. Components parts vital to the military or lethal purpose of the property shall be rendered unusable. The Purchaser agrees to assume all cost incident to the demilitarization and to restore the working area to its present condition after removing the demilitarized property.

(c) DEMILITARIZATION ON NON-GOVERNMENT PREMISES. Property requiring demilitarization shall be demilitarized by the Purchaser under supervision of qualified Department of Defense personnel. Title shall not pass to the Purchaser until demilitarization has been completed by the Purchaser and approved by an authorized Contractor and Government representative. Demilitarization will be accomplished as specified in the contract. Component parts vital to the military or lethal purpose of the property shall be rendered unusable. The Purchaser agrees to assume all costs incident to the demilitarization.

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(d) FAILURE TO DEMILITARIZE. If the Purchaser fails to demilitarize the property as specified in the contract, the Contractor may, upon giving ten days written notice from date of mailing to the Purchaser --

(1) Repossess, demilitarize, and return the property to the Purchaser. The Purchaser hereby agrees to pay to the Contract, prior to the return of the property, all costs incurred by the Contractor in repossessing, demilitarizing, and returning the property to the Purchaser.

(2) Repossess, demilitarize, and resell the property, and charge the defaulting Purchaser with all excess costs incurred by the Contractor. The Contractor shall deduct these costs from the purchase price and refund the balance of the purchase price, if any, to the Purchaser. In the event the excess costs exceed the purchase price, the defaulting Purchaser hereby agrees to pay theses excess costs to the Contractor.

(3) Repossess and resell the property under similar terms and conditions. In the event this option is exercised, the Contractor shall charge the defaulting Purchaser with all excess costs incurred by the Contractor. The Contractor shall deduct these excess costs from the original purchase price and refund the balance of the p;urchase price, if any, to the defaulting Purchaser. Should the excess costs to the Contract exceed the purchase price, the defaulting Purchaser hereby agrees to pay these excess costs to the Contractor.

(End of Clause)

(HA7800)

H-7 52.247-4545 PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION MAY/1993
OSC

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding//// ☐ YES ☐ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

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SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	Regulatory Cite	Title	Date
I-1		*** THIS REFERENCE (IF0079) IS NO LONGER VALID ***	
I-2	52.202-1	DEFINITIONS	DEC/2001
I-3	52.203-3	GRATUITIES	APR/1984
I-4	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-5	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-6	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-7	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-9	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-10	52.204-4	PRINTING OR COPYIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-12	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-13	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-14	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-15	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-16	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-17	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
I-18	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-19	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-20	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-21	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-22	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-23	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-24	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-25	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-26	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
I-27	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-28	52.232-1	PAYMENTS	APR/1984
I-29	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-30	52.232-11	EXTRAS	APR/1984
I-31	52.232-16	PROGRESS PAYMENTS	MAR/2000
I-32	52.232-17	INTEREST	JUN/1996
I-33	52.232-25	PROMPT PAYMENT	MAY/2001
I-34	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER PAYMENT--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-35	52.233-1	DISPUTES	JUL/2002
I-36	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-37	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-38	52.242-13	BANKRUPTCY	JUL/1995
I-39	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-40	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-41	52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS"	APR/1984
I-42	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-43	52.248-1	VALUE ENGINEERING	FEB/2000
I-44	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-45	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-46	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-47	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-48	252.204-7002 DFARS	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-49	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-50	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/2000

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I-51	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-52	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-53	252.209-7004 DFARS	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
I-54	252.215-7000 DFARS	PRICING ADJUSTMENTS	DEC/1991
I-55	252.217-7000 DFARS	EXERCISE OF OPTION TO FULFILL FOREIGN MILITARY SALES COMMITMENTS (DEC 1991) - ALTERNATE I (DEC 1991)	DEC/1991
I-56	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
I-57	252.225-7010 DFARS	DUTY-FREE ENTRY -- ADDITIONAL PROVISIONS	AUG/2000
I-58	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	APR/2002
I-59	252.225-7031 DFARS	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-60	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-61	252.232-7004 DFARS	DOD PROGRESS PAYMENT RATES	OCT/2001
I-62	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-63	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-64	252.245-7001 DFARS	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-65	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
I-66	52.217-6	EVALUATED OPTION FOR INCREASED QUANTITY	MAR/1989

a. This solicitation includes an evaluated option (See Section M).

b. The Government reserves the right to increase the quantity of MK89-0 Spotting Charge Adapter by a quantity of up to and including but not exceeding 100 percent as an evaluated option at the price(s) quoted below.

c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) CLIN 0001 shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation will be applied to the option quantity for evaluation purposes.

d. The Contracting Officer may exercise the evaluated option at any time preceding delivery of 80% of the basic contract quantity by giving written notice to the Contractor.

e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.

f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.

g. Offered Unit Prices for the Option Quantities are:

	<u>Unit Price</u>
Evaluated Option (F.O.B. Destination)	\$_____ CLIN 0001

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

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(End of Clause)

(IF6080)

I-67 52.225-8 DUTY-FREE ENTRY FEB/2000

(g)(4) The notation:

UNITED STATES GOVERNMENT, Joint Munitons Command, Duty-free entry to be claimed pursuant to Item No(s) (from Tariff Schedules), Harmonized Tariff Schedules of the United States. Upon arrival of shipment at port of entry, District Director of Customs, please release shipment under 19 CFR 142 and notify (cognizant contract administration office) for execution of Customs Forms 7501 and 7501-A and any required duty-free certificates.

(End of clause)

(IF6125)

I-68 52.243-7 NOTIFICATION OF CHANGES JAN/2001

(b) The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Contracting Officer in writing promptly, with ____ (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(d) Government response. The Contracting Officer shall promptly, within ____ (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--***

(End of clause)

(IF6250)

I-69 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE MAY/2001

(b) Contractor's obligations. (1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 730 days after acceptance --

(c) Remedies available to the Government. (1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 120 days after discovery of the defect(s).

(d) Whenever a request for waiver, deviation, or other change to a requirement in the contract is approved, Contractor responsibilities arising out provisions of this clause are relieved only to the extent of the terms and conditions specified in the approval.

(e) For purpose of identifying warranted material to facilities receiving it, the following instructions will apply:

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(1) For a quantity of warranted material which has been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: "The warranty period of the quantity stated hereon of (enter the item serial/lot number(s) as applicable) begins on (enter the date of acceptance of quantity) and ends on (enter the date of the end of the warranty period for quantity)".

(2) For a quantity of warranted material which has not been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: "The warranty period for the quantity stated hereon of (enter item serial/lot number(s) begins on the date of the acceptance of the lot and ends (enter the length of warranty period) days later."

(End of Clause)

(IF6070)

I-70	252.217-7001	SURGE OPTION	AUG/1992
	DFARS		

(a) General. The Government has the option to--

(1) Increase the quantity of supplies or services called for under this contract by no more than 400 percent; and/or

(2) Accelerate the rate of delivery called for under this contract, at a price or cost established before contract award or to be established by negotiation as provided in this clause.***

(End of clause)

(IA6701)

I-71	52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES	APR/1984
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(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

(End of clause)

(IF7016)

I-72	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	MAR/1999
	DFARS		

(a) Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Command, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in PDF format at <http://www.dcmc.hq.dla.mil/spi/dbreport/modified.pdf> and in Excel format at <http://www.dcmc.hq.dla.mil/spi/dbreport/modified.xls>.

(c) An offeror proposing to use an SPI Process in lieu of military or Federal specifications or standards cited in the solicitation shall--

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use \, but is not yet listed at

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Name of Offeror or Contractor:

the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications and standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal
Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element:

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror--

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

(IA7015)

I-73	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
	DFARS		

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(End of clause)

(IA7035)

I-74	52.201-4500	AUTHORITY OF GOVERNMENT REPRESENTATIVE	FEB/1993
	OSC		

AUTHORITY OF GOVERNMENT REPRESENTATIVE
52.201-4500 OSC (FEB 1993)

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The Contractor is advised that contract changes, such as engineering changes, will be authorized only by the Contracting Officer or his representative in accordance with the terms of the contract. No other Government representative, whether in the act of technical supervision or administration, is authorized to make any commitment to the Contractor or to instruct the Contractor to perform or terminate any work, or to incur any obligation. Project Engineers, Technical Supervisors and other groups are not authorized to make or otherwise direct changes which in any way affect the contractual relationship of the Government and the Contractor.

(End of clause)

(IS7025)

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (1423)	04-NOV-02	005	
Attachment 001	DATA DELIVERY DESCRIPTION - ECP		009	
Attachment 002	DATA DELIVERY DESCRIPTION - RFD		004	
Attachment 003	DOCUMENT SUMMARY LIST		002	
Attachment 004	ADDRESS CODE DISTRIBUTION ECP/RFD/VECP		001	
Attachment 005	ADDRESS LIST		001	
Attachment 006	GUIDANCE FOR 1423		002	
Attachment 007	INSTRUCTIONS FOR COMPLETING DD FORM 1423		001	
Attachment 008	IOC FORM 715-3 DEFENSE PRIORITY & ALLOCATION SYSTEM	01-FEB-96	002	
Attachment 009	IC FORM 715-4 LISTING OF GOVERNMENT OWNED PROPERTY	01-APR-95	002	
Attachment 010	DISCLOSURE OF LOBBY ACTIVITIES/STD FORM LLL		003	
Attachment 011	INCREASE YOUR PROFITS THROUGH USE OF VALUE ENGINEERING	31-MAY-00	003	
Attachment 012	CD ROM TECHNICAL DATA PACKAGE	27-JUN-02		
Attachment 013	DATA DELIVERY DESCRIPTION - NOR		002	
Attachment 014	AUTOMATED DATA LIST - CHANGE NOTICE 001	26-AUG-03	002	

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-3	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS	APR/2002
(a)(1) The North American Industry Classification System (NAICs) code for this acquisition is 332993 (insert SIC code).			
(2) The small business size standard is 1500(insert size standard).			

(b) Representations.

(1) The offeror represents as part of its offer that it ___is, ___is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ___is, ___is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ___is, ___is not a women-owned small business concern.

(4) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, _____ is not _____ a veteran-owned small business concern.

(5) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, _____ is not _____ a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(End of provision)

(KF6003)

K-4	52.203-2	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION	APR/1985
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(b)(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above_____

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Name of Offeror or Contractor:

_(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(End of Provision)

(KF7005)

K-5 52.204-3 TAXPAYER IDENTIFICATION OCT/1998

***"

(d) Taxpayer Identification Number (TIN).

() TIN:

() TIN has been applied for.

() TIN is not required because

() Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

() Offeror is an agency or instrumentality of a foreign government;

() Offeror is an agency or instrumentality of a Federal government; _

(e) Type of organization.

() Sole proprietorship

() Partnership

() Corporate entity (not tax-exempt);

() Corporate entity (tax-exempt);

() Government entity (Federal, State, or local);

() Foreign government

() International organization per 26 CFR 1.6049-4;

() Other

(f) Common Parent.

() Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

() Name and TIN of common parent:

 Name:

 TIN:

(End of Provision)

(KF7043)

K-6 52.207-4 ECONOMIC PURCHASE QUANTITY - SUPPLIES AUG/1987

As prescribed in 7.203, insert the following provision:

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE</u> <u>QUOTATION</u>	<u>TOTAL</u>
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Name of Offeror or Contractor:

(End of provision)

(KF7003)

K-7 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, DEC/2001
AND OTHER RESPONSIBILITY MATTERS

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ()

are not ()

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ()

have not (),

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of false statements, tax evasion, or receiving stolen property; and

(C) Are ()

are not ()

presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(a)(1)(ii) The Offeror has ()

has not (),

within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(End of Provision)

(KF7033)

K-8 52.215-6 PLACE OF PERFORMANCE OCT/1997

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends, does not intend to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent check "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE
(STREET ADDRESS, CITY
STATE, COUNTY, ZIP-CODE)

NAME AND ADDRESS OF OWNER
AND OPERATOR OF THE PLANT
OR FACILITY IF OTHER THAN
OFFEROR OR RESPONDENT

(End of provision)

(KF7035)

K-9 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEB/1999

The offeror represents that -

(a) It () has, () has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of

Name of Offeror or Contractor:

this solicitation;

(b) It () has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of provision)

(KF7019)

K-10	52.222-25	AFFIRMATIVE ACTION COMPLIANCE	APR/1984
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The offeror represents that (a) it

() has developed and has on file,

() has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) it

() has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

(KF7020)

K-11	252.247-7022	REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA	AUG/1992
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DFARS

(b) Representation.

The Offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(End of provision)

(KA7500)

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS
INSTRUCTIONS AND CONDITIONS FOR SUBMISSIONS OF PROPOSALS

A. SUBMISSIONS OF PROPOSALS:

1. THE PROPOSAL SHALL CONSIST OF THE FOLLOWING:

- a. One executed and completed copy of the solicitation
 - b. Past Performance Volume (Total 3 copies)
 - c. Technical Ability Volume (Total 2 copies)
2. The complete proposal, including all copies of the Past Performance, Technical Ability and an executed copy of this solicitation shall be forwarded to the following address:

U.S. Army Joint Munitions Command
Contracting Directorate
ATTN: AMSJM-CCA-M/Gail Thompson
Bldg 350, 6th floor, Pole E10
1 Rock Island Arsenal
Rock Island, IL 61299-6000

B. PREPARATION INSTRUCTIONS FOR PAST PERFORMANCE AND TECHNICAL ABILITY:

1. Format: The offeror's Past Performance and Technical Ability volumes shall be submitted in severable parts. Information you may want us to consider, SPECIFIC to each volume SHALL BE CONFINED TO THAT VOLUME. Offerors are cautioned that failure to include the requested information in the applicable volume may result in the information not being considered and the proposal being downgraded accordingly. Each volume will be treated independently.

VOLUME I PAST PERFORMANCE
VOLUME II TECHNICAL ABILITY

2. Each volume shall be consistent with complete submission. Offerors are cautioned that incorporated by reference is NOT allowed. Page size shall not exceed 8 1/2 x 11 inches, foldout pages may be used.

3. Deviations: The offeror shall prepare its proposal following the format specified in this section.

C. SPECIFIC INSTRUCTIONS BY VOLUME: In order for an offeror's proposal to be acceptable it must reflect a complete understanding of the RFP and demonstrate the technical capability to perform the overall effort in accordance with the TDP. An index shall be included with narrative title cross-referenced to the applicable paragraphs of this section. Discussions text shall be identified by the same title. The offeror shall submit a Past Performance and Technical Ability proposal addressing the elements listed below:

Factor 1: Past Performance
Subfactor 1a: On-Time Delivery
Subfactor 1b: Quality and/or Quality Program Problems

Factor 2: Technical Ability
Subfactor 2a: Skills, Processes and Procedures
Subfactor 2b: Quality System
Subfactor 2c: Testing and Inspection

Factor 3: Price

BASIS FOR AWARD:

- a. A competitive, best value award is contemplated, with a 100% evaluated option. The solicitation will be a 100% Small Business Set-aside.
- b. An award will be made to the offeror whose Price, Technical Ability and recent, relevant record of Past Performance provide the best value to the Government. Recent is defined as occurring with the past three (3) years prior to the solicitation's initial closing date, but the Government's evaluation of those proposals can consider performance that occurs until the date of award. Relevant is defined as having previously produced like or similar items. Offerors are to submit information in their proposals regarding past performance up until the closing date, but that the Government's evaluation of those proposals can consider performance that occurs until the date of award. Like or similar items are defined as items that have been produced utilizing similar manufacturing processes, skills and unique techniques needed to produce the MK 89 Spotting Charge Adapter (SCA). The Government reserves the right to determine

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whether an item is like or similar and whether production quantities apply to the current requirement for evaluation purposes. Offerors shall provide a brief narrative explanation of how/why they believe the items are similar is relevant; however, the Government reserves the right to determine whether an item/service is the same or similar.

For the purpose of this acquisition, "offeror" is defined as prime contractor and/or key subcontractors identified by the prime contractor.

INFORMATION TO SUBMITTED:

Offerors shall provide Best Value information by addressing each factor/sub-factor in the format and sequence identified in the solicitation. The offerors must provide information in sufficient detail to allow the Government to make best value assessment of the offerors past performance and technical abilities. Best Value information shall be provided for the offeror and key subcontractors, as identified by the offeror. The following information is to be submitted:

FACTOR 1: PAST PERFORMANCE:

Subfactor 1a: On-Time Delivery: The offeror shall provide information regarding recent, relevant past performance in the areas of timeliness of deliveries. The offeror must provide information for deliveries made, deliveries scheduled to be made, and deliveries re-scheduled to be made during the 3-year period of recent past performance;including all supporting information for verification purposes concerning all of these covered deliveries, even though this supporting information may precede the period defined as recent above. The offeror should provide original contract schedule as well as actual deliveries. If there was a slippage, the offeror shall provide all pertinent information regarding the slippage. If the offeror accelerated deliveries or increased production rates to meet the Governments' need, the offeror should describe how their delivery/performance exceeded the contract delivery requirements. For verification purposes, the offeror shall furnish a point of contact/name, phone number, contract number and dollar value of recent, relevant contracts.

Subfactor 1b: Quality and/or Quality Program Programs: The offeror shall provide information on their recent and relevant performance in the area of quality assurance, including quality assurance standards applied on recent, relevant contracts. Evidence of quality awards and/or quality certifications presented to the offeror can be submitted for consideration. The offeror will submit all quality issues that are discovered during the 3-year period of recent past performance, regardless of when the actual delivery was made. The offeror will be required to submit data explaining corrective/preventive actions that have been taken to improve their process(s) and/or resolve their quality problems. The offeror shall disclose information about previous Request for Waivers (RFWs), Request for Deviations (RFDs), Quality Deficiency Reports (QDRs), First Article Test failures, Lot Acceptance Test failures, and/or product quality or Quality Program related problems. The offeror's submission must be clear and concise when describing the deficiency and stating the corrective/preventive action, when it was implemented, and its effectiveness. The offeror shall also provide information regarding how well they worked with previous Government representatives by providing a brief narrative about past experiences where their responsiveness, thoroughness and expertise were a significant factor in a problem's resolution. For verification purposes, the offeror shall furnish a point of contact/name, phone number, contract number and dollar value relative to the examples provided.

FACTOR 2: TECHNICAL ABILITY:

Subfactor 2a: Skills, Processes and Procedures: The offeror shall provide information of their demonstrated ability to provide the technical expertise, equipment, processes and the personnel necessary to produce and deliver a quality product. The offeror shall describe the methods related to manufacturing, process and quality control. The offeror should address at a minimum, their ability to assure process controls associated with fabrication and testing, including injection molding, metal component forming, plating and inspection. The offeror shall also provide evidence of related certifications, abilities, and/or capabilities that would demonstrate the technical expertise of the offeror.

Subfactor 2b: Quality System: The offeror must submit their General Quality Manual. The manual must demonstrate that the offeror's quality system meets the requirements of ANSI/ASQC 9002. The offeror shall provide specific input/information describing how they will comply with the requirements of the Quality Assurance Provisions (QAP). The offeror shall also provide information relative to preventive action initiatives being implemented. Evidence of quantity awards and/or quality certifications should be submitted for consideration.

Subfactor 2c: Testing and Inspection: The offerors shall address their approach and their ability to meet and perform examinations and testing identified in the solicitation/technical data specifications, including, but not limited to, the First Article Test (FAT) and Lot Acceptance Test (LAT) requirements. The offeror shall provide information related to their equipment and techniques necessary to perform the tests and inspections,as well as certifications and traceability of measurement standards for such equipment, where applicable. The offeror shall also provide a time-phase schedule indicating the integration of inspection and testing requirements, procedures and plans, and primary raw material deliveries to meet the solicitation delivery requirement.

FACTOR 3: PRICE:

The offeror shall submit a firm fixed price in Schedule B of the solicitation. Also, the offeror may submit a separate price for the evaluated option clause in Section I of the solicitation. If the offeror does not quote an option price, the lowest price

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offered/bid in the schedule for item 0001 shall be the price used for evaluation/award of any option quantities. Section M, Clause M-2 OSC 52.245-4519 entitled 'Evaluation Procedures for Use of Government-Owned Production and Research Property" shall be part of the price evaluation if applicable. All evaluation criteria, (total basic, option prices and GFE rental factor)will be applied to determine total evaluated price.

*** END OF NARRATIVE L 001 ***

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.
(LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN/1999
L-2	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	DEC/1999
L-3	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITIONS	MAY/2001
L-4	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-5	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990

Any contract awarded as a result of this solicitation will be a DO-A6 rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of Provision)

(LF6019)

L-6	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a firm fixed price contract resulting from this solicitation.

(End of Provision)

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(LF6008)

L-7 52.233-2 SERVICE OF PROTEST AUG/1996

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) , shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from HQ, Joint Munitions Command, ATTN: AMSJM-CCA_M/Mary S. Adams, 1 Rock Island, IL 61299-6000.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

(LF6021)

L-8 52.211-4510 PARTNERING AUG/2001
AMC

***The principal government representatives for this effort will be -1- (Include names, positions, and roles in contract administration).

(End of Provision)

(LM6100)

L-9 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of provision)

(LF7015)

L-10 47.304-1(B) F.O.B. POINT (RFPS) SEP/1995

Offers are requested to be submitted on an F.O.B. basis as set forth in Section B and/or F.

(End of Provision)

(LF7007)

L-11 52.212-4501 ELECTRONIC AWARD NOTICE APR/2001
OSC

1. Any contract awarded as a result of this solicitation will be posted to the Electronic Document Access (EDA) system website, <http://eda.ogden.disa.mil/>, and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above. In order to obtain an electronic copy of the award, you must be registered in the EDA system. Guidance/instructions for registration can be obtained at the above website.

2. Notice of award to the contractor receiving the award will be issued only via electronic mail. Vendors who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Federal Business Opportunities (FedBizOpps) - FBO Synopsis/Award Search website <http://www.fedbizopps.gov/> or the Army Single Face to industry (ASFI)/Procurement Notifications website <http://acquisition.army.mil> to determine if he/she has received an award. In this event, the vendor's failure to check FEDBIZOPPS or the ASFI in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.

3. Notice of award to unsuccessful offerors shall be issued only via electronic mail from the Contracting Office or via the

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FedBizOpps/Vendor Notification feature. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the ASFI/Procurement Notifications or the FedBizOpps/Award Notification to determine if an award has been made. In this event, the vendor's failure to check these sites to determine if an award has been made shall not constitute grounds for an extension of any protest period allowed by regulation.

VENDOR'S ELECTRONIC MAIL (EMAIL) ADDRESS:

-1-

(End of provision)

(LS7100)

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SECTION M - EVALUATION FACTORS FOR AWARD
EVALUATION FACTORS FOR AWARD, BASIS FOR AWARD, FACTORS AND SUBFACTORS TO BE EVALUATED, EVALUATION APPROACH:

EVALUATION FACTORS RANKING: The following relative rankings of the evaluation factors will be used in determined the Best Value selection:

- (1) Past Performance and Technical Ability are of equal importance and when combined are significantly more important than Price.
- (2) Within Past Performance, the sub-factors are equal in importance.
- (3) Within Technical Ability, the sub-factors are equal in importance.
- (4) Price contains no subfactors

NOTICE TO OFFERORS:

Only volumes relative to their expertise will be reviewed by the evaluation team. The evaluation team may determine that an on-site visit or a Capability Study of the Offeror's facility (of those offeror's determined to be in the competitive range), may be necessary for clarification purposes, however, offerors are cautioned that the Government intends to award without site visits, if practical. The competitive range shall include all of the most highly rated proposals unless the range is further reduced for purposes of efficiency.

EVALUATION PLAN:

Each offeror will be evaluated against the established criteria. Proposals pertaining to Technical Ability shall be evaluated only on their content. Assumptions, preconceived ideas, and personal knowledge or opinions not supported by material provided in the proposal shall not be considered or used as a basis for scoring. The offerors has sole responsibility for including sufficient detail to permit a complete and accurate evaluation of the proposal. The Government will not make any assumptions concerning an offeror's intent, capabilities, facilities or experience; clear identification is the SOLE responsible of the OFFEROR. Each evaluator will make a qualitative assessment by assigning an adjectival rating with substantiated and/or supporting rationale. Technical Ability factor and subfactor adjectival ratings are POOR/Very High Proposal Risk, MARGINAL/High Proposal Risk, GOOD/Moderate Proposal Risk and EXCELLENT/Low Proposal Risk. Past Performance factor and subfactor adjectival ratings are POOR/Very High Performance Risk, Marginal/High Performance Risk, GOOD/Moderate Performance Risk, EXCELLENT/Low Performance Risk and UNKNOWN Performance Risk. An offeror does not have to match every criteria within an adjectival rating to be assigned the particular adjectival rating/performance risk. Price will be evaluated by the criteria described herein, but no adjectival rating will be assigned. Any areas requiring clarification of the offer will be referred to the Procuring Contracting Officer for resolution. The Procuring Contracting Officer reserves the right to contact offerors for clarification, without opening discussions. The Government anticipates awarding a contract without opening discussions and without a site visit.

EVALUATION CRITERIA IS DIVIDED INTO THREE FACTORS: PAST PERFORMANCE, TECHNICAL ABILITY AND PRICE.

FACTOR 1: PAST PERFORMANCE: Offerors shall be evaluated utilizing the following sub-factors in Past Performance. The past performance rating will be determined through consideration of the individual subfactor ratings; including subfactor strengths, weaknesses,significant weaknesses, deficiencies and risks; and their order of relative importance.

Subfactor 1a: On-Time Delivery: Information provided by the offeror for recent performance on like or similar items will be evaluated. The offeror will be rated based on their record of on-time delivery. The original contract delivery schedule will be compared to the actual deliveries to determine whether deliveries were made on time. If slippages occurred, the offeror will be given an opportunity to present reasons why they did not meet the original delivery schedules. Reasons for schedule slippages and whether a revised delivery schedule was incorporated will be considered. Accelerated deliveries or increased production rates to meet the Government's needs will also be considered. Other sources, available to the Government other than the contractor's proposal, may be used to gather and evaluate On-Time Delivery. Sources may include, but are not limited to data gathered from pre-award offices, other major support commands, past customers and/or previous contracting officials.

Subfactor 1b: Quality and/or Quality Program Problems: The offeror's recent performance on like or similar items in the area of quality assurance will be evaluated. In the event problems are found, the offeror's process and timeliness to improve product quality will be considered. The offeror will be evaluated on their explanation of corrective actions taken to improve their processes and/or solve quality problems. The Government will evaluate all quality issues that are discovered during the 3-year period of recent past performance, regardless of when the actual delivery was made. The offeror will be evaluated on information about previous Requests for Waivers (RFWs), Requests for Deviations (RFDs), Quality Deficiency Reports (QDRs), First Article Test failures, and/or other Quality Program problems. The offeror will also be evaluated on how well they worked with previous Government representatives in accordance with a narrative provided about past experiences where his responsiveness, thoroughness and expertise were a significant factor in a problem's resolution. Other sources available to the Government, other than the offeror's proposal may be used to gather and evaluate Quality and/or Quality Program Problems. Such sources are cited above.

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FACTOR 2: TECHNICAL ABILITY: The offeror will be evaluated utilizing the following sub-factors, to determine if the offeror and/or subcontractor has the technical knowledge, equipment, and personnel required to manufacture the product per drawing requirements. Certifications, abilities, and/or capabilities that would demonstrate the technical expertise of the offeror to complete the product or service may also be considered. The technical rating will be determined through consideration of the individual subfactor ratings; including subfactor strengths, weaknesses, and risks; and their order relative order of importance.

Subfactor 2a: Skills, Processes and Procedures (SPP): The offeror will be evaluated on their ability to demonstrate their technical know how, equipment, processes and the personnel necessary to produce and delivery a quality product. Evaluators will consider/review the following areas:

- (a) Injection Molding - The offeror will be evaluated on their ability to adequately mold the MK 89 Body using the specified plastics material.
- (b) Metal Components Forming - The offeror will be evaluated on their ability to adequately form the specified metal components.
- (c) Cadmium Plating - The offeror will be evaluated on their ability to apply cadmium plating to the specified components.
- (d) Inspection - The offeror will be evaluated on their ability to adequately inspect molded parts for detection of molding defects.

Subfactor 2b: Quality System: The offeror will be evaluated on their ability to establish and maintain a quality system. The offeror will be evaluated on their understanding and ability to implement the requirements described in the Quality Assurance Provisions of QAP 2127862. The offeror will be evaluated as to whether they have implemented preventive action initiatives as part of their overall Quality System. Evidence of quality awards and/or quality certifications will also be considered.

Subfactor 2c: Testing and Inspection: The offeror will be evaluated on their understanding and ability to perform the examinations and tests identified in the solicitation and technical data specifications as well as required production rates. The offeror will also be evaluated on their understanding of the First Article Test (FAT) and Lot Acceptance Test (LAT) requirement, which form an integral part of the acceptance of the end item. A misunderstanding of the FAT and/or LAT requirements could result in an improper price quote or in a financial loss to the offeror after award.

FACTOR 3: PRICE: Price will be evaluated as described herein.

*** END OF NARRATIVE M 001 ***

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

MA7001

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990
M-2	52.245-4519 OSC	EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PRODUCTION AND RESEARCH PROPERTY	AUG/1993

(a) In accordance with FAR 45.201(a), the Government shall, to the maximum extent practical eliminate the competitive advantage accruing to a contractor possessing Government production and research property.

(b) If the offeror plans to use any item of Government production and research property in possession of the offeror or his proposed subcontractors under a facilities contract or other agreement with the Government independent of this solicitation, the offeror shall so indicate by checking the applicable box(es) below and by identifying such facilities contract or other agreement under which the property is held.

☐ Offer is predicated on use of Government property in offeror's possession.

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___Offer is predicated on use of Government property in offeror's proposed subcontracts of vendors.

Identification of facilities contract or other agreement under which such property is held!

Type of Contract or Agreement:_____

Number and Date:_____

Cognizant Government Agency (including address): _____

(c) Offeror is required to submit with his offer:

(1) The written permission of the Contracting Officer having cognizance over the property for use of that property, and whether such use will be on a rental or rent-free basis.

(2) A list or description of all Government production and research property which the offeror or his anticipated subcontractors propose to use on a rent-free basis. AMCCOM Form 71-R or equivalent will be used.

(d) To eliminate the competitive advantage an evaluation factor shall be added to each offer which is predicated on the use of the above detailed existing Government production and research property.

(e) For rent-free use of Government-owned production and research property, such use shall be evaluated by adding to the price of the item(s) at the rates set forth in FAR 52.245-9 for each month of the proposed production period. Where both rental use and rent-free use will occur during the same production period, the rent and the evaluation in lieu of rent-free use will be computed in accordance with the formula for proration set forth in the Use and Charges clause, FAR 52.245-9.

(f) The months that will be used for the purpose of the evaluation will be the period computed in months set forth by the offeror:___months (this period shall include the first, last, and all intervening months). The Contractor will be liable to pay rent for use of any Government-owned property which exceeds the time specified in this clause. If the bidder/offeror fails to specify the number of months in the blank provided, the delivery schedule will be used to determine the number of months of rent free use required through the month scheduled for final delivery.

(g) The Government shall compute the use-evaluation factor, per-unit-procured, in accordance with the following formula:

$$\frac{\text{TxRxPxS}}{Q} = C$$

T: Total acquisition cost of facilities (including, if paid by the Government, cost of transportation and installation as well as any cost expended to enhance the condition of the machine).

R: Rental rate.

P: Production period (months).

Q: Quantity of items to be procured.

S: Pro rata share, if applicable.

C: Evaluation factor to be added to unit price.

(h) This evaluation procedure shall not be applicable to any item or items of Government property held by the offeror under a valid lease or rental arrangement with the Government wherein the offeror is granted right of usage of such property and must pay a rental thereon for the entire leasehold/rental period irrespective of actual usage.

(i) If Government production and research property is being used on other work under one or more existing contracts for which use has been authorized, the evaluation factor shall be determined by prorating the rent between the proposed contract and such other work. The pro-rata share applicable to a proposed contract shall be determined by multiplying the full rental charge for use of Government production and research property for the period for which rent-free use is requested by a fraction, the numerator of which is the amount of use of such property requested by the contractor under this proposed contract and the denominator of which is the sum of the previous authorized use of the property by the contractor for the period and the use requested under the proposed contract. The Contractor must indicate in it's bid offer if a pro-rata share is applicable for this procurement.

(j) Special considerations relating to use of Government-owned facilities and special tooling by subcontractors.

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(1) Evaluation factors applied to prime contractor's offers will be the same for both proposed prime contractor's and subcontractor's use of Government-owned property, including evaluation rates and production period.

(2) In the event that any prospective subcontractor desiring use of Government property pursuant to this provision refuses to quote a price to any prospective prime contractor or refuses to quote on an equal basis to all prospective prime contractors, the Government reserves the right to:

(i) Refuse to authorize the subcontractors use of such property, or;

(ii) Evaluate 100% of the acquisition cost (including cost of transportation, and installation, and enhancement paid by the Government) of such property against the offer of the prime contractor proposing to use such subcontractor.

(End of provision)

(MS7005)